



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/715,978	11/17/2000	Alex Y. Chan	062891. 0446	6685

5073 7590 06/17/2004

BAKER BOTTS L.L.P.
2001 ROSS AVENUE
SUITE 600
DALLAS, TX 75201-2980

EXAMINER

GROSS, KENNETH A

ART UNIT PAPER NUMBER

2122

DATE MAILED: 06/17/2004

11

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/715,978

Applicant(s)

CHAN ET AL.

Examiner

Kenneth A Gross

Art Unit

2122

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 20 February 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1, 3-9, 11-17, 19-25 and 27-33 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 3-9, 11-17, 19-25, and 27-33 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

1. This action is in response to the amendment filed on February 29th, 2004.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1, 3, 4, 7-9, 11, 12, 15-17, 19, 20, 23-25, 27, 28, 31-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Agarwal et al. (U.S. Patent Number 6,286,129) in view of Jolissaint et al. (U.S. Patent Number 5,455,903).

In regard to Claim 1, Agarwal teaches: (a) a run-time container (Column 4, lines 61-65) operable to execute a workflow (Column 6, lines 22-24), the workflow representing an application and comprising a number of workflow steps (Column 6, lines 22-24); (c) a design-time container operable to edit the workflow (Column 5, lines 3-5); (d) a contract specifying an interaction between a workflow step and a programming entity, the interaction comprising a service that the programming entity provides for the workflow step when the workflow step is executed, the workflow step and the contract operable to be used for the next workflow. Agarwal teaches a workflow step in the form of an object that performs a certain operation (Column 6, lines 30-35). The programming entity is interpreted to be the object written to perform the activities required for the step. The service provided to the workflow step by the programming entity is the functionality of the object, the activities it carries out. The contract is interpreted to be the relationship

Art Unit: 2122

between the workflow step and the object, so that when a step is executed, the interaction ensures that the object is executed for the task. Agarwal does not teach an interactive voice response unit that comprises the run-time container and the workflow is operable to direct the operation of the voice response unit. Jolissaint, however, does teach an interactive voice response unit (Figure 2, item 4) that is operated by the workflow (Column 4, lines 4-31). Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to create a system comprising a workflow developer and executer and a workflow as taught by Agarwal, where the workflow is operable to direct a voice response unit, as taught by Jolissaint, since this allows a voice response unit to be automated by the workflow.

In regard to Claim 3, the run-time container executes the workflow, and hence the service it provides the workflow is execution of the workflow.

Claims 11, 19, and 27 contain limitations that have already been addressed in the rejection of Claim 3 and are rejected for the same reasons as Claim 3.

In regard to Claim 4, the design-time container creates and edits the workflow, and hence the service it provides the workflow is the creation and manipulation of the workflow.

Claims 12, 20, and 28 contain limitations that have already been addressed in the rejection of Claim 4 and are rejected for the same reasons as Claim 4.

In regard to Claim 7, Agarwal teaches the system of Claim 1, but does not teach that the workflow comprises a workflow step operable to direct an interactive voice response unit to play a message in a message variable, a workflow task providing a value to the message variable, and the contract associates the value with the variable. Jolissaint,

Art Unit: 2122

however, does teach an object used in the workflow that contains code executable to play a voice message. The object is created with the ability to hold data. The voice message is then written to the object. The object obviously uses a variable to hold the voice message. (Column 8, lines 36-43 and Column 9, lines 5-11 and Figure 10, items 151-154). The contract is the relationship between the design-time container and the workflow, and the editor of the design-time container adds a value to the variable of the workflow. Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to create a system comprising a workflow developer and executer and a workflow as taught by Agarwal, where the workflow directs an interactive voice response unit to play a message in a message variable, a workflow task providing a value to the message variable, since this allows the voice response unit to automatically save and play messages.

Claims 8, 15, 16, 23, 24, 31, and 32 contain limitations that have already been addressed in the rejection of Claim 7 and are rejected for the same reasons as Claim 7.

Claims 9, 17, and 25 are method, software, and system Claims that contain limitations that have already been addressed in the system Claim 1 and are rejected for the same reasons as Claim 1, where it would be obvious to include software as part of the system of Claim 1, since this allows user interaction with the functionality of the system, and it would be obvious to perform a method, since this is a result of the functionality of the system of Claim 1.

In regard to Claim 33, Claim 33 contains limitations that have already been addressed in the rejections of Claims 1, 7, and 8 and is rejected for the reasons specified in these claims.

Art Unit: 2122

4. Claims 5, 6, 13, 14, 29, and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Agarwal et al. (U.S. Patent Number 6,286,129) in view of Jolissaint et al. (U.S. Patent Number 5,455,903) and further in view of "Developing a WFT Workflow System", Template Software Inc., 1998.

In regard to Claim 5, Agarwal and Jolissaint teach the system of Claim 1, and Agarwal further teaches the workflow comprises a workflow step (Column 6, lines 22-24) but neither explicitly teach that the step is operable to be used in a plurality of workflows, nor does they teach that the workflow step comprises a variable, and a workflow task of the workflow provides a value, and the contract associates the variable with the value. The Template Software reference, however, teaches a workflow task, which defines a type of work activity (Page 5-2). The workflow task is a step in a complete workflow, and can be created and then reused. The workflow task is created out of a task class, and hence has variables associated with it (Page 5-31). A custom workflow task as described on Page 5-9 is a workflow task that has been modified by providing values to the variables through an editor. The contract is the relationship between the design-time container and the workflow, and the editor of the design-time container adds a value to the variable of the workflow. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to build the system of Claim 1, where the workflow comprises a workflow step, as taught by Agarwal and Jolissaint, where the step is operable to be used in a plurality of workflows, the workflow step comprises a variable, and a workflow task of the workflow provides a value, and the contract associates the variable with the value, as taught by the Template Software reference, since this allows for the reusability and customization of frequently used steps.

Claims 13, 21, and 29 contain limitations that have already been addressed in the rejection of Claim 5 and are rejected for the same reasons as Claim 5.

In regard to Claim 6, Agarwal and Jolissaint teach the system of Claim 1, but do not teach that the run-time container comprises a workflow subsystem operable to retrieve an execution context for the workflow and the contract specifies the execution context. The Template software reference, however, does teach that the workflow server or nodes used to execute the workflow receives the workflow applications. The contract is the relationship between the workflow and the server and nodes, and the mapping of application to server and nodes. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to build the system of Claim 1, as taught by Agarwal and Jolissaint, where the run-time container comprises a workflow subsystem operable to retrieve an execution context for the workflow and the contract specifies the execution context, as taught by the Template Software reference, since this allows for the specific execution of a workflow application.

Claims 14, 22, and 30 contain limitations that have already been addressed in the rejection of Claim 6 and are rejected for the same reasons as Claim 6.

Response to Arguments

5. Applicant's arguments with respect to claims 1, 9, 17, 25, and 33 have been considered but are moot in view of the new ground(s) of rejection.

Furthermore, it is necessary when amending claims with new limitations to specifically point out where in the specification the limitations are taught, so as to prevent the addition of new matter to the claims.

Art Unit: 2122


Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Kenneth A Gross whose telephone number is (703) 305-0542. The examiner can normally be reached on Mon-Fri 7:30-5.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tuan Q Dam can be reached on (703) 305-4552. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

KAG


WEI Y. ZHEN
PRIMARY PATENT EXAMINER